

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

DASAN USA, INC.,)	
)	
Plaintiff,)	CIVIL ACTION NUMBER:
)	
vs.)	
)	
WEAPON ENHANCEMENT)	
SOLUTIONS LLC,)	
)	JURY TRIAL DEMANDED
Defendant.)	
)	

CIVIL COMPLAINT FOR DAMAGES

Plaintiff Dasan USA Inc. states its Complaint against Defendant Weapon Enhancement Solutions LLC, as follows:

This is an action for breach of contract, unjust enrichment, quantum meruit and for attorney's fees.

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Dasan USA, Inc. ("Plaintiff" or "Dasan") is a subsidiary of a South Korean corporation duly organized under the laws of California, with its principal place of business located at 2400 Chattahoochee Dr., Duluth, Georgia 30096.

2. Defendant Weapon Enhancement Solutions LLC ("Defendant" or "WES") is a limited liability company organized under the laws of the State of Florida, with

its principal place of business located at 6120 Powers Ave. Suite #3, Jacksonville, FL 32217.

3. This Court has personal jurisdiction over Defendant because it conducted numerous business transactions with Plaintiff who is located in the State of Georgia, and upon information and belief, because Defendant sells to customers based in Georgia.

4. The amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of \$75,000.

5. This Court has subject matter jurisdiction of this matter pursuant to 28 U.S.C. § 1332.

6. Venue is proper in the Northern District of Georgia pursuant to 28 U.S.C. § 1391(a) because Plaintiff resides in this District, and a substantial part of the events giving rise to this claim occurred in this district.

FACTUAL ALLEGATIONS

7. Dasan is a metal casting company whose catalog of products include metallic parts used in the defense and firearms industry.

8. Upon information and belief, WES is a federally licensed firearms dealer that sells firearms and firearms parts to Georgia-based buyers, and throughout the United States.

9. Since about 2013, but by no later than by October 30, 2014, agents of WES contacted Dasan's Georgia Office and ordered numerous parts for firearms.

10. WES either sold DASAN's products to its customers, or incorporated Dasan's parts into a firearm that it sold to its customers.

11. Under the terms of the sale, and through general custom and practice between Dasan and WES, payment for the shipments was due within 30 days of receipt of the products by WES.

12. Any requests for returns had to be submitted within 14 days of the date on which WES received shipment.

13. The following chart reflects the dates on or about which Dasan shipped goods to WES as requested by WES, the dates on or about which the delivery was accepted by WES, the invoice number, the amount of the invoice, and the balance due for each shipment:

	DATE	INVOICE #	INVOICE AMOUNT	CREDITS	UNPAID BALANCE	DELIVERY DATE
A	10/30/14	SI141001	\$19,285.00	\$17,078.00	\$2,207.00	Delivered 11/10/14
B	11/6/14	SI41110	\$4,700.00	\$2,340.00	\$2,360.00	Delivered 11/13/14
C	11/20/14	SI141133	\$31,110.00	\$24,605.00	\$6,505.00	Delivered 11/21/14
D	11/21/14	SI141135	\$280.00	\$0.00	\$280.00	Delivered 11/22/14
E	11/24/14	SI141138	\$27,960.00	\$7,876.00	\$20,084.00	Delivered 11/25/14
F	12/17/14	SI141217	\$91,060.00	\$11,856.00	\$79,204.00	Delivered 12/22/14
G	12/29/14	SI141229	\$7,600.00	\$1,064.00	\$6,536.00	Delivered 12/30/14
H	1/27/15	SI150130	\$9,360.00	\$0.00	\$9,360.00	Delivered 1/28/15
I	1/27/15	SI150132	\$3,250.00	\$0.00	\$3,250.00	Delivered 1/30/15

J	1/30/15	S150136	\$21,761.25	\$180.00	\$21,581.25	Delivered 2/02/15
K	2/4/15	SI150207	\$2,850.00	\$0.00	\$2,850.00	Delivered 2/5/16
L	2/5/15	SI50212	\$6,210.00	\$54.00	\$6,156.00	Delivered 2/6/15
M	2/12/15	SI150218	\$7,020.00	\$0.00	\$7,020.00	Delivered 2/16/15
N	2/12/15	SI150219	\$390.00	\$0.00	\$390.00	Delivered 2/13/15
O	2/27/15	SI150239	\$53,265.00	\$42,658.50	\$10,606.50	Delivered 2/28/15
		Total			\$178,389.75	

14. Copies of the invoices sent to WES, with credits reflected, are attached to this Complaint as **Exhibit A**.

15. On numerous occasions since October 2014, Dasan requested payment of the balance due.

16. On each occasion, representatives of WES, including, but not limited to its President and Chief Executive Officer, represented to Dasan that payment was forthcoming.

17. On or about the first quarter of 2015, WES returned unused/unsold inventory to Dasan. Dasan credited the full amount of the returned inventory to the amount due from WES, as reflected in the chart in paragraph 13.

18. Despite repeated demands for the remaining balance due, WES has refused to make payment.

COUNT I - BREACH OF CONTRACT

19. Dasan incorporates by reference the allegations in paragraphs 1 through 18, as though fully set forth herein.

20. Dasan has performed all conditions, covenants and promises it was required to perform in accordance with the terms and conditions of the sales.

21. Defendant, without any justification under the Agreement for its non-performance upon delivery, willfully refused to pay the full amount listed in Paragraph 13 of the Complaint.

22. Defendant, in refusing make full payment to Dasan regardless of their acceptance of the goods, breached its duty of good faith and fair dealing implied in every contract entered into in the State of Georgia.

23. As a direct and proximate result of Defendant's breach of the sales agreement, Dasan has suffered damages in an amount of at least \$178,289.75 exclusive of costs, interest and attorney's fees.

COUNT II -UNJUST ENRICHMENT

24. Dasan incorporates by reference the allegations in paragraphs 1 through 18, as though fully set forth herein.

25. Dasan alleges that in the absence of an enforceable agreement, Defendant has been unjustly enriched by retaining and selling most of the products and should compensate Dasan for the value of the benefit conferred.

26. Defendant induced, accepted, and encouraged Dasan to furnish the products.

27. Defendant has avoided re-payment of the value received.

COUNT III - QUANTUM MERUIT

28. Dasan incorporates by reference the allegations in paragraphs 1 through 18, as though fully set forth herein.

29. Dasan alleges that in the absence of an enforceable agreement, it shipped the products as listed in the invoices identified in Paragraph 13 and Exhibit A to WES in anticipation of compensation.

30. Dasan furnished products at the request of Defendant, who knowingly accepted the goods.

31. Defendant's retention of the products and sales proceeds of those products without compensation to Dasan would be unjust.

COUNT IV - ATTORNEY'S FEES UNDER GEORGIA LAW

32. Dasan incorporates by reference the allegations in paragraphs 1 through 18, as though fully set forth herein.

33. Defendant's wanton refusal to perform its obligations under the sales contract constitutes bad faith, vexatiousness, stubborn litigiousness, and has caused Dasan unnecessary trouble and expense.

34. Dasan is therefore entitled to recover its reasonable attorney 's fees and costs of litigation, pursuant to O.C.G.A. § 13-6-1 1, in an amount to be proven at trial.

WHEREFORE, Plaintiff Dasan respectfully requests that the Court:

- A. hold a trial by jury;
 - B. enter a judgment against Defendant and award damages in the amount of \$178,289.75, plus interest;
 - C. award to Dasan its costs, expenses of litigation, and attorney's fees;
- and
- D. grant any other and further relief as the Court deems just and proper.

Dated: July 15, 2016

Respectfully submitted,

By: S/ Byung J. Pak
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Attorneys for Plaintiff Dasan USA Inc.

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CERTIFICATE OF COMPLIANCE

I, Byung J. Pak, certify that the foregoing has been prepared in Times New Roman 14 font and is in compliance with United States District Court, Northern District of Georgia Local Rule 5.1.

Dated: July 15, 2016

By: S/ Byung J. Pak .
Byung J. Pak
Georgia Bar No. 559457